COMPTROLLER OF PUBLIC ACCOUNTS

TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION

REQUEST FOR PROPOSALS

Water Quality Monitoring Instruments and Accessories

RFP No. 582-5-54666

NIGP CLASS/ITEM
493-96

Proposal Due Date: July 24, 2015
Proposal Due Time: 4:00 pm (Central Time in Austin, Texas)

Posting Date: July 2, 2015

****NOTE**** This RFP is composed of two parts: (1) Part A: Special Instructions, (including attachments and appendices, if any) and (2) Part B: General Instructions and Contract Terms and Conditions (including attachments and appendices, if any). In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails, and any addenda or amendments to either Part A or Part B control over the original versions. The Definitions in Part B, Section B.1.1 apply to Part A.

RESPONSE SUBMISSION CHECKLIST

IMPORTANT:

ALL INQUIRIES AND COMMUNICATIONS CONCERNING THIS RFP MUST BE ADDRESSED TO THE INDIVIDUAL AS LISTED IN SECTION A.9.3 – POINT OF CONTACT.

COMMUNICATIONS WITH OTHER THAN THE POINT OF CONTACT MAY RESULT IN DISQUALIFICATION OF A RESPONSE.

Read all documentation and requirements contained within this RFP package.

To be responsive and considered for evaluation and award, respondents must return the documentation required and requested in this RFP package. The documents must be completed and signed as required.

Reference Section A.13 – Organization of the Proposal for Submission

Responses received without the required documentation, as identified below, may be disqualified, except as noted.

- ☐ CONFIDENTIAL/PROPRIETARY INFORMATION
- ☐ EXECUTION OF PROPOSAL – ATTACHMENT A
- ☐ RESPONDENT INFORMATION FORM – ATTACHMENT B
- ☐ PREFERENCES – ATTACHMENT C
- ☐ HUB SUBCONTRACTING PLAN (HSP) – Reference Section A.10
  There are no exceptions for the submission of the HSP, therefore, responses received without the completed and signed HSP, shall be rejected as a material failure to comply with the requirements of this RFP and will be disqualified.
- ☐ AUTHORIZED WARRANTY SERVICE PROVIDER – ATTACHMENT D
- ☐ MANDATORY PRICE SHEET (XML): Submit electronically in the original format.
- ☐ EXCEPTIONS (If Applicable)
- ☐ CONFLICT OF INTEREST DISCLOSURE
- ☐ DESCRIPTIVE LITERATURE FOR PRODUCTS OFFERED

Reference Section A.13 and A.14 for Submission Requirements.

As indicated in the referenced section:
THE PRICE SHEET MUST BE SUBMITTED ELECTRONICALLY IN THE ORIGINAL FORMAT.

Please read all instructions carefully for submitting electronically:
E-mail address to submit your response electronically: **TPASS.ebids@cpa.texas.gov**

It is recommended to begin the process well in advance of 4:00 pm on the due date.

PART A: SPECIAL INSTRUCTIONS

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A.1 DEFINITIONS

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Merriam-Webster's Collegiate® Dictionary, Eleventh Edition. Also see Section B.1.1 for additional definitions.

TERM	DEFINITION
Contract	Any contract(s) resulting from this solicitation, consisting of the contract documentation as provided in Section B.3.4. **Note:** There is no guarantee that any contract will result from this solicitation.
Contractor	The Respondent(s) awarded a Contract as a result of the RFP.
CPA	The Comptroller of Public Accounts, the state agency issuing this solicitation.
Customer	State of Texas Agencies, Institutions of Higher Education, and Cooperative Purchasing Members, including but not limited to CPA that are required or permitted by law to purchase goods and services under contracts established by CPA. The requirements and eligibility of any given state agency, institution of higher education or other entity to purchase goods and services under contracts established by CPA are subject to exceptions, restrictions, and change in accordance with applicable law and subsequent legislative or rulemaking action. Purchasing restrictions include, but are not limited to, requirement for certain entities to purchase goods and services from Community Rehabilitation Programs as set forth in Texas Human Resources Code, Chapter 122.
ESBD	The Electronic State Business Daily, which is available online at http://esbd.cpa.state.tx.us/
Gov't Code	The Texas Government Code.
Party / Parties	Either the CPA and/or Respondent, separately or collectively.
Proposal	A response submitted to the CPA as a result of this solicitation. **Note:** A Proposal constitutes a binding offer by the Respondent. **Any response to this RFP that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer will be disqualified.**
Respondent	Any person or vendor who submits a Proposal in response to this solicitation.
RFP	Request for Proposals, which is the type of solicitation embodied in this document.
TAC	The Texas Administrative Code

A.2 DESCRIPTION

The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA) is seeking sealed proposals to establish a contract for water quality monitoring equipment to be purchased by the Texas Commission on Environmental Quality (TCEQ).

A.3 TERM OF THE CONTRACT

The Contract shall commence upon the date of the Deputy Comptroller's signature on the Notice of Award issued by the CPA and shall automatically expire upon the delivery agreed upon with the contractor and the final acceptance by the Agency.

A.4 PRICING STRUCTURE

Firm Price: Pricing proposed must remain firm for 120 days after the response due date and through the delivery/receipt of the commodity and/or service.

Unit prices must include all shipping, handling/delivery fees and fuel surcharges as F.O.B. destination for delivery to Austin, TX 78753.

A.5 REQUIREMENTS AND SPECIFICATIONS

A.5.1 Contractor Requirements and Responsibilities

a. Contractor must deliver the following manuals and information, written in English, with all line items:
    1. Operations/instruction manual
    2. Parts manual
    3. Applicable warranty information

A.5.2 Specifications

Reference the Mandatory Price Sheet for the line item(s).

All parts which are necessary for the water quality monitoring equipment to be complete and ready for operation or which are considered as standard will be furnished by the contractor.

Note to Respondents: See Section A.12 for line item(s) 1 thru 6 and 7 thru 18.

Line 1: Multi-Parameter Sonde, **4** Sensor Ports,
Referenced Brand/Model No. or Equal: YSI, EX01 Sonde, Part No. 599501-02

a. Quantity: 20
b. Sensor Ports: Four (4) each
c. Depth range: 0-100 meters
d. D Batteries: Two (2) each
e. Calibration Cup
f. Tool Kit
g. Port Plugs: Two (2) each
h. USB drive loaded with user manual and software
i. Software: **Referenced Brand or Equal:** KOR

Line 2: Hard Carrying Case for Line Item 1
Referenced Brand/Model No. or Equal: YSI, Part No. 599020-01

a. Quantity: 20
b. Must accommodate the 4 sensor port sonde, display and accessories

Line 3: Sonde Weight Kit for Line Item 1
Referenced Brand/Model No. or Equal: YSI**,** EX01, Part No. 599471

a. Quantity: 15
b. Attaches to end of a sonde 4 Sensor Ports probe guard
c. Used in profiling or high current applications
d. Weighs 0.25 kg (~0.5 lbs.)

e. Compatible for use with the Multi-Parameter Sonde, 4 Sensor Ports

Line 4: Multi-Parameter Sonde, **6** Sensor Ports
Referenced Brand/Model No. or Equal: YSI, EX02 Sonde, Part No. 599502-02

a. Quantity: 5
b. Sensor Ports: Six (6) each
c. Wiper Port: One (1) Each
d. Depth range: 0-100 meters
e. AUX port for future expansion
f. D Batteries: Four (4) each
g. Calibration Cup
h. Tool Kit
i. Port Plugs: Four (4) each
j. USB drive loaded with user manual and software
k. Software: **Referenced Brand or Equal:** KOR

Line 5: Hard Carrying Case for Line Item 4
Referenced Brand/Model No. or Equal: YSI Part No. 599020-02

a. Quantity: 5
b. Must accommodate a 6 sensor port sonde, display and accessories

Line 6: Multi-Parameter Central Wiper for Line Item 4
Referenced Brand/Model No. or Equal: YSI, Part No. 599090-01
Applicable to Line 4

a. Quantity: 5
b. Compatible for use with Multi-Parameter Sonde, 6 Sensor Ports
c. Wipes all installed manufacturer sensor
d. Incorporates wet-mate connector and welded titanium housing

Line 7: Conductivity/Temperature Sensor
Referenced Brand/Model No. or Equal: YSI, Part No. 599870-01
Applicable to Lines 1 and 4

a. Quantity: 25
b. Titanium body
c. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
d. Flow channel design and high accuracy temperature
e. Wet-mate connector and welded titanium housing

Line 8: pH Sensor Assembly, Guarded
Referenced Brand/Model No. or Equal: YSI, Part No. 599701
Applicable to Lines 1 and 4

a. Quantity: 20
b. Titanium body
c. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
d. User replaceable sensor head
e. Wet-mate connector and welded titanium housing

Line 9: pH Sensor Assembly, Unguarded
Referenced Brand/Model No. or Equal: YSI, Part No. 599702
Applicable to Lines 1 and 4

a. Quantity: 5
b. Titanium body
c. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
d. User replaceable sensor head
e. Wet-mate connector and welded titanium housing

Line 10: pH/ORP Sensor Assembly, Unguarded
Referenced Brand/Model No. or Equal: YSI, EX0 ISE02, Part No. 599706
Applicable to Lines 1 and 4

a. Quantity: 2
b. Titanium body
c. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
d. User replaceable sensor head
e. Wet-mate connector and welded titanium housing

Line 11: Optical DO Sensor
Referenced Brand/Model No. or Equal: YSI, EX0, Part No. 599100-01
Applicable to Lines 1 and 4

a. Quantity: 28
b. Titanium body
c. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
d. User replaceable sensor cap (installed)
e. Wet-mate hermaphroditic connector and welded titanium housing

Line 12: Total Algae Sensor
Referenced Brand/Model No. or Equal: YSI, EX0 ISE02, Part No. 599102-01
Applicable to Lines 1 and 4

a. Quantity: 1
b. Titanium body
c. Chlorophyll and Blue-green algae – Phycocyanin
d. Compatible for use with Multi-Parameter Sondes, 4 and 6 Port
e. Wet-mate connector and welded titanium housing

Line 13: Field Cable 4 Meter
Referenced Brand/Model No or Equal: YSI, EX0, Part No. 599040-4
Applicable to Lines 1 and 4

a. Quantity: 21
b. Connects sonde to Handheld Display or USB adaptor
c. Wet mate connectors and strain relief

Line 14: Field Cable 15 Meter
Referenced Brand/Model No. or Equal: YSI, EX0, Part No. 599040-15
Applicable to Lines 1 and 4

a. Quantity: 8
b. Connects sonde to Handheld Display or USB adaptor
c. Wet mate connectors and strain relief

Line 15: Field Cable 33 Meters
Referenced Brand/Model No. or Equal: YSI, EX0, Part No. 599040-33
Applicable to Lines 1 and 4

a. Quantity: 4
b. Connects sonde to Handheld Display or USB adaptor
c. Wet mate connectors and strain relief

Line 16: Field Cable 66 Meters
Referenced Brand/Model No. or Equal: YSI, EX0, Part No. 599040-66
Applicable to Lines 1 and 4
a. Quantity: 9
b. Connects sonde to Handheld Display or USB adaptor
c. Wet mate connectors and strain relief

Line 17: Signal Output Adaptor - USB
Referenced Brand/Model No. or Equal: YSI, EXO, Part No. 599810
Applicable to Lines 1 and 4
a. Quantity: 19
b. Allows connection between sonde and a PC
c. Allows connection between handheld and PC
d. Compatible for use with Multi-Parameter Sondes, 4 and 6

Line 18: Handheld Display - Handheld KOR Display
Referenced Brand/Model No. or Equal: YSI, EX0, Part No. 599150
Applicable to Lines 1 and 4
a. Quantity: 15
b. Interface with Sonde via cable or Bluetooth
c. GPS
d. Temperature-compensated barometer
e. Backlit alphanumeric keypad
f. Microphone/speaker
g. Wet-mate wireless connector
h. Bluetooth communication
i. Color LED screen
j. IP-67 rating

A.5.3 Warranty Requirements

Respondents must enter the warranty in the appropriate column on the Mandatory Price Sheet.

a. Warranty
The warranty will cover the completed product and all parts of the product and all materials and parts required to repair any faults or defects of design, material and workmanship of the product.

The warranty shall be the standard manufacturer's warranty and will run for from the date the equipment is inspected and accepted by the Customer. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten working days after receipt.

The Contractor will provide warranty service free of any charge, including all necessary repairs, any shipping necessary to return the equipment or ship it to a repair site and removing or reinstalling the equipment when necessary. The Contractor will repair any materials and parts that are defective in materials or workmanship. In the event repair is not possible, the Contractor will either replace the

equipment with new equipment of similar composition and price or refund the full purchase price of the equipment, whichever the Customer prefers.

b. Warranty Service
Respondents are required to complete and return with proposal, Attachment D – Authorized Warranty Service Provider contact information.

After the Customer contacts the Contractor's authorized warranty service provider, the service representative will instruct the Customer to take any necessary action to correct problems covered by the warranty, including without limit, instructions to return the goods to the Contractor for repair or replacement, or have an approved vendor repair the equipment.

A.6 SHIPPING, DELIVERY AND PACKAGING

A.6.1 Identification of Shipments and Documentation:

In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

A.6.2 Packaging and Labeling:

All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

A.6.3 Special Delivery Requirements:

Customers may have specific, internal delivery rules and policies. These will be provided on each purchase order issued by the customer. The contractor(s) will be required to adhere to those requirements.

A.6.4 Hours of Delivery:

Delivery shall be made during the hours of 8:00 am to 4:00 pm (Central Time). Respondent is encouraged to obtain Customer's hours of operation at time of order.

Prior approval by the customer is required for after-hours delivery. In the event of any approval by the Customer for after-hours delivery, Respondent may not invoice any additional charges for that delivery.

A.6.5 Delivery Schedule:

Respondents shall furnish, in the space indicated on the Mandatory Price Sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions.

Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Respondent. CPA, at its sole option, may choose to negotiate delivery times.

A.6.6 Delivery Delays:

If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Customer to purchase goods and services of this RFP elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract cancellation and/or debarment or removal of the Respondent from the State's Centralized Master Bidders List (CMBL).

A.6.7 Compliant Products:

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

A.7 RETURN, CANCELLATION AND RESTOCKING FEE

The Customer may request that a Contractor accept return of merchandise that meets specifications and has already been delivered or that a Contractor cancel an order prior to delivery. If the Contractor does not agree to the Customer's request, the Customer and Contractor must attempt to resolve the matter. If the Customer and Contractor are not able to reach a mutually acceptable resolution, either or both of the parties (Customer and Contractor) may contact the CPA contract manager. CPA, in its sole discretion, will determine if the merchandise return request or order cancellation request, as applicable, must be accepted by the Contractor. If CPA determines that the merchandise will be returned or the order cancelled as originally requested by the Customer and the return is determined by CPA to have resulted through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA and the Customer both determine that the charge is justifiable; however there shall be no restocking or other fees for cancellations requested prior to shipment by the Contractor. As a guideline, such charges shall not exceed 10%.

A.8 FINANCIAL MATTERS

A.8.1 Award Notice

A notice of award will be issued by CPA to the successful respondent(s) in response to this RFP.

A.8.2 Agency Purchase Order

The agency will issue an internal purchase order referencing the CPA Contract number as referenced on the Notice of Award.

The Contractor agrees not to ship any materials until issuance of a Purchase Order by the agency.

A.8.3 Invoices and Expedited Payment Discounts

Reference Part B**,** General Instructions and Contract Terms and Conditions, Section B.5.3 Invoicing and Payment Requirements.

Contractor shall submit an itemized invoice to the Agency reflecting the CPA Notice of Award number and the agency requisition number on all copies.

Payment terms for the State of Texas are typically 30 days. Please indicate the additional discount extended to each monthly invoice on Attachment B – Respondent Contact Information Form.

A.9 PROPOSAL INFORMATION

A.9.1 Due Date for Proposals

Respondents shall submit Proposals to the CPA in time for verification and confirmation that each Proposal is received and documented in accordance with the due date and time indicated in the schedule below.

The CPA reserves the right to revise this schedule or any portion of this RFP by published Addendum.

Event	**Date**
ESBD Posting Date	July 2, 2015
Deadline for Submitting Questions	July 13, 2015
Official Response to Questions	July 16, 2015 or as soon thereafter as practical
Answers to questions will be provided through an Addendum, posted on the ESBD and notification sent via e-mail.	
PROPOSAL/RESPONSE DUE DATE/TIME	
Date:	July 24, 2015
Time:	4:00 pm Central Time in Austin TX

Any amendment to this solicitation will be posted as an addendum on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the ESBD will in no way release the selected Contractor(s) from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after award(s).

A.9.2 Questions

All questions regarding this RFP should be sent to the CPA Contract Specialist/Category Manager Point of Contact identified in Section A.9.3. Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section A.9.1. However, CPA, in its sole discretion, may respond to questions received after the deadline. CPA's responses to questions will be posted to the ESBD. CPA reserves the right to amend answers prior to the proposal submission deadline.

Respondents must notify CPA of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP in the manner and by the deadline for submitting questions. If a Respondent fails to notify CPA of such issues, the Respondent will submit its Proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or

resulting contract, (2) shall not contest CPA's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

A.9.3 Point of Contact

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below.

Respondents shall make no contact with other CPA or agency personnel regarding this RFP, except as permitted by the Point of Contact listed in this Section.

Failure to comply with these requirements and communications with other than the point of contact may result in disqualification of a response.

Note: This e-mail address is NOT to be used for submission of a response. Follow the instructions outlined in Sections A.13 and A.14 for proper submission.

CPA Contract Specialist:
Josie Rodriguez, CTPM, CTCM
Phone No.: 512-463-3391
E-Mail: josie.rodriguez@cpa.texas.gov

After award of this RFP's subsequent contract, all requests for Contract changes and all communications relating to the contract will be processed through the TPASS Contract Management Office.

A.9.4 Attachments Included with this RFP

This RFP also includes the following Attachments.

	Documents and Attachments – Posted Separately on the ESBD
1.	XML Price Sheet Instructions
2.	Mandatory Price Sheet (to be returned in format requested)
3.	Part A: Special Instructions (This Document)
4.	Part B: General Instructions and Contract Terms and Conditions
5.	Execution of Proposal and Assurances (with Certification) – Attachment A Respondent Information Form – Attachment B Preferences – Attachment C Authorized Warranty Service Provider – Attachment D

A.10 HUB SUBCONTRACTING PLAN – REFERENCE PART B; SECTION B.2.3

The HUB Subcontracting Plan (HSP) documentation must be completed, signed and returned with the proposal to be considered responsive. Responses received without the HSP, shall be rejected as a material failure to comply with the requirements of this RFP.

For assistance with the HSP, please contact:

CPA Contract Specialist:
Josie Rodriguez, CTPM, CTCM

Phone No.: 512-463-3391
E-Mail: josie.rodriguez@cpa.texas.gov

Probable subcontracting opportunities:

NIGP Class/Item	Description
962-86	Transportation of Goods and Other Freight Services (Respondents shipping or delivering goods from their facility within the State of Texas, using other than their own transportation assets, are subcontracting and must complete all HSP requirements.)
962-95	Warehousing and Storage Services (Not Storage Space Rental)

This list should not be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.

A.11 EVALUATION OF PROPOSALS

The CPA reserves the right to award contract(s) without any negotiations and reserves the right to not make awards.

The Respondent is strongly encouraged to provide its best price in its Proposal because the CPA makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process. The CPA may limit the number of proposals in the competitive range to consist of the greatest number of proposals that will permit an efficient competition among the respondents based in accordance with the proposed pricing and the required criteria specified in the RFP. CPA may seek additional information and solicit BAFOs only from those proposers determined to be in the competitive range.

Each member evaluating proposals shall execute a confidentiality agreement (Non-Disclosure Affirmation) for this RFP.

Proposals will be evaluated by CPA employees and by other non-CPA employees who may be invited to assist as evaluators.

Best Value Evaluation Criteria		**Maximum Points**
1	Price, Total Cost of Ownership	40
2	Compliance with Specifications, Reference Section A.5 and A.12.9	35
3	Delivery Timeframe from receipt of purchase order (ARO)	25
	Total	100

(1) Price of the item, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.
(2) Compliance with the stated specification(s), coupled with the quality and reliability of the goods and services, such as fitness for use that meets or exceeds Customers expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.
(3) Delivery timeframe from receipt of purchase order (ARO).

CPA reserves the right to conduct studies and other investigations as necessary to evaluate any proposal. CPA reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. The CPA will determine whether negotiations or Best and Final Offers are necessary and may invite selected Respondents to provide oral presentations of their proposals. Pursuant to Government Code §2155.087, the Chief Clerk of the CPA, in a public meeting, may consider award recommendations for contracts related to this solicitation.

Respondent(s) should be aware that sealed Proposals and information regarding sealed proposals cannot and will not be disclosed to the public prior to award of Contract(s).

Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having a record of repeated non-responsiveness to Vendor Performance issues
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, CPA may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

A.12 AWARD PROCESS

Comptroller shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the state, as defined in §2155.074, Gov't Code.

CPA intends to award to and contract with one successful Respondent/Contractor to provide all of the goods or services specified in this RFP. However, CPA may make its award to a Respondent based on any combination, including individual line item, commodity groups, all or none, or a combination thereof that provides best value to the State.

A.13 ORGANIZATION OF THE PROPOSAL FOR SUBMISSION

The Proposal shall include all information required in this RFP and shall be in the format described herein. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Any questions concerning this RFP should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

The Respondent shall be as precise, accurate, and succinct as possible. The Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the CPA evaluators.

A.13.1 Confidential/Proprietary Information:

If any material in the Proposal is considered by Respondent to be confidential or proprietary information, Respondent **must** clearly mark the applicable pages of their submission to indicate their claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Proposal section(s) and page(s) which have been marked as confidential.

A.13.2 Execution of Proposal – Attachment A

Respondent's signature is required to acknowledge that they can meet all requirements as stated and failure to sign and submit this form with its Proposal may disqualify the Proposal.

A.13.3 Respondent Information Form – Attachment B

All information on this form must be provided as requested.

A.13.4 Preferences – Attachment C

Respondents are encouraged to carefully review this attachment and complete as applicable.

A.13.5 Authorized Warranty Service Provider – Attachment D

All information on this form must be provided as requested.

A.13.6 HUB Subcontracting Plant – Reference Section A.10

The Respondent shall fill out the HUB Subcontracting Plan (HSP) and submit with the Proposal to be considered responsive. Responses received without the HSP, shall be rejected as a material failure to comply with the requirements of this RFP.

A.13.7 Mandatory Price Sheet (XML)

The Respondent shall complete the Mandatory Price Sheet and return with response in the format requested.

A.13.8 Assumptions and Exceptions

No assumptions should be included in a Proposal. All issues or questions that might be advanced or addressed by way of assumption should be submitted to CPA pursuant to Section A.9.2. **The inclusion of assumptions in a Proposal may result in a Respondent not being awarded a contract.**

Respondents are encouraged, in lieu of including exceptions in their Proposals, to address all issues that might be advanced by way of exception by submitting such issues to CPA pursuant to Section A.9.2. Any exception included in a Proposal may result in a Respondent not being awarded a contract. However, if a Respondent includes exceptions in its Proposal, the Respondent shall clearly identify each exception it takes, noting the specific RFP section number, section title, detailed description of exception taken, and Respondent's proposed language advanced in lieu of the language to which exception is taken. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP.

NOTE: The CPA, as a state agency, is prevented by the Texas Constitution from indemnifying vendors. The Respondent is discouraged from including a term in its Proposal that requires the CPA to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

On company letterhead or in a Microsoft Excel® spreadsheet submitted with Respondent's Proposal, the Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

Any exception that does not provide all information required (e.g. the specific RFP section number, section title, detailed description of exception taken, and Respondent's proposed language advanced in lieu of the language to which exception is taken) in the format set forth above will be rejected without consideration.

A.13.9 The Conflict of Interest Disclosure

By signing the Execution of Proposal, the Respondent affirms that the execution of an agreement between Respondent and the State will not create a conflict of interest or cause an appearance of a conflict of interest. In its proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a proposal and possible selection as contractor or its performance of the Contract. A description of some conflicts of interest may be found in Part B, General Instructions and Contract Terms and Conditions, Section B.1.3, but this list should not be considered exhaustive or limiting.

If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of proposals, by submitting a response Respondent agrees that it is under a continuing duty to supplement its response under this provision, and Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

A.13.10 Descriptive Literature for Products Offered:

Reference Section A.5 – Requirements and Specifications.

If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number on Mandatory Price Sheet and provide complete descriptive information of product offered and include with response.

A.14 SUBMITTING THE PROPOSAL TO THE CPA

The Proposal shall clearly state the Proposal Due Date and Time identified in Section A.9.1, Calendar of Events and be titled: Proposal Submitted for RFP No.582-5-54666 Water Quality Monitoring Instruments and Accessories

THE PRICE SHEET MUST BE SUBMITTED ELECTRONICALLY IN THE ORIGINAL FORMAT.

Please read all instructions carefully for submitting electronically.
Use the following e-mail address to submit your response electronically **and it is recommended to begin the process well in advance of 4:00 pm on the due date:**

TPASS.ebids@cpa.texas.gov

The e-mail subject line should contain the RFP number and title as indicated on the cover page.
The respondent is solely responsible for ensuring that their complete electronic bid is sent to, and actually received by, CPA in a timely manner and at the proper destination server.

IMPORTANT NOTE: CPA recommends a limit on the attachments to 10MB each. This may result in the sending multiple e-mails to TPASS.ebids@cpa.texas.gov for the submission of all documentation contained in a response.

ALL DOCUMENTS SHOULD BE SUBMITTED IN MICROSOFT OFFICE FORMATS (WORD AND EXCEL) OR IN A FORM THAT MAY BE READ BY MICROSOFT OFFICE SOFTWARE. ANY DOCUMENTS WITH SIGNATURES SHALL BE SUBMITTED AS AN ADOBE PORTABLE DOCUMENT FORMAT (PDF) FILE. CPA IS NOT RESPONSIBLE FOR DOCUMENTS THAT CANNOT BE READ OR CONVERTED. UNREADABLE PROPOSALS MAY BE, IN CPA'S DISCRETION, REJECTED AS NONRESPONSIVE.

Note: Please be aware that your Internet Service Provider may limit file sizes on your outgoing emails, so try to avoid graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may include others, as well. CPA's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments.

CPA takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any CPA anti-virus or other security software.

To confirm receipt of all electronic submissions, contact 512-463-3377 or request a confirmation by e-mail.

By Hard Copy Submission:

In lieu of electronic submission, CPA currently still accepts hard copy proposal. The Respondent must submit one (1) original signed paper copy.

CPA will no longer provide proof of delivery for proposals delivered by hand to the outside drop box or by courier; however, all proposals received by CPA will be documented with a date/time stamp for receipt documentation purposes.

The Proposal may be sent to the TPASS Bid Services at the following addresses:

By U.S. Mail:

Attn: TPASS Bid Services
Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711-3186

By Hand Delivery to (8:00 am - 5:00 pm):

Attn: TPASS Bid Services
*Drop Box – located next to front outside door on San Jacinto Blvd.
Central Services Building
1711 San Jacinto Blvd.
Austin, TX 78701

*Note: The drop box is checked periodically during each day and 4:00 p.m. with proposals appropriately date/time stamped. Proposals placed in this box after 4:00 p.m. on the due date of responses will be considered non-responsive and will be returned to the Respondent un-opened.

By Overnight/Express Mail to (7:45 am - 4:45 pm):

Attn: TPASS Bid Services
Room 174-A (CPA Mailroom, N.E. Back Dock)
1711 San Jacinto Blvd.
Austin, TX 78701

NOTE: Facsimile Responses are *not allowed* without prior written approval from CPA.